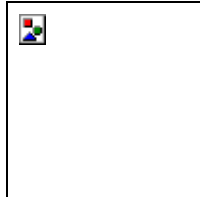


Bill To:
State of Idaho

Send invoices to the address
listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order

Statewide Blanket
Purchase Order
SBPO1214

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

Date: Mon Dec 06, 2004

F.O.B: Destination

Terms:

VENDOR: U. S. Cellular, An Assumed Business Name of USCOC
of Idaho RSA #5, Inc.
Northwest B2B Admn
735 Cardley Ave., Suite 101
Medford, OR 97504
Attn: Kimberly Cacho, Direct Sales Admin
kimberly.cacho@uscellular.com
Phone: 541-774-5137
Mobile: 541-821-5775
Fax: 541-774-2965

Contract From Wed May 05, 2004
Date
Thu Jun 30, 2005
Contract To
Date:

RFQ#: RFQ04407
DOC#: PREQ8892

Files Attached: USCellular3.pdf
USCellularState of Idaho_Locations.xls

Buyer: GERRY L. SILVESTER 208.327.7325

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		0.01
	Total:			0.01

Blanket Comments:CONTRACT SBPO 28 RENEWAL
	This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO 28 dated April 20, 1999, ("Contract") for Cellular Telephone Services, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between United States Cellular, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:
	All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is May 5, 2004.
	This Contract is extended for One (1) year , commencing May 5, 2004, and expiring June 30, 2005, subject to one additional one year renewal if the corresponding WSCA contracts are renewed. The same terms and conditions prevail for the contract extension period. Pricing shall be as detailed on the attached three (3) pricing pages updated June 22, 2004 to add Montana to rates.
	A New Contract Number has been assigned to this Contract. It is shown in the upper right hand corner of the first page of this document. Please refer to this number for all transactions pertaining to this Contract.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	TELEPHONE SERVICE, CELLULAR, For FCC Areas 390, 392, and 393 only (Eastern Idaho) (915-75-25-000) (nt)	1 LT	0.01	0.01
	Instr: This is a Blanket Purchase Order Only - Actual orders from State agencies and/or political subdivisions will be issued on an as-needed basis.			
General Comments:	<p>Contract for WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES for various state of Idaho agencies, institutions, departments, and Public Agencies. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.</p> <p>Contract Title:.....Wireless Communications Services and Equipment Delivery Zone/Area:.....Statewide Contract Usage Type:..... Optional Use Public Agency Clause:Yes Contract Administration:....Gerry Silvester ---Phone Number:.....208-327-7325 ---E-Mail:.....gsilvest@adm.state.id.us</p> <p>Contractor's Primary Contact, Order Placement AND Payment Address U.S. Cellular ---Attn:.....Kimberly Cacho - Northwest B2B Admn, ---Address:.....735 Cardley Ave, Suite 101 ---City, State, Zip:.....Medford, OR 97504 Phone Number:.....(541) 821-5775 or Mobile 541-821-5775 Fax Number(541) 774-2965 E Mailkimberly.cacho@uscellular.com</p> <p>Authorized contact on each account may utilize any US Cellular location from the attached list to procure replacement equipment, new service, or customer support according to the terms of this agreement.</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>Minimum Order Quantity:....None Minimum Dollar Amount:....None Standard Delivery Time:.....Varies QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Special Order Information:....Contact Glenn Simmons for any ordering questions.</p> <p>Contract Pricing:See the attached 3 Page Pricing sheets (updated 6/22/04)</p> <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY</p>			
	<p>Instructions: Freight / Handling Included in Price</p>			
		By: GERRY L. SILVESTER		

Contract SBPO1214 - Authorized Agents for US Cellular					
December 21, 2004					
Name	Address	City	ST	Zip	Phone
Cellular Link	76 S. Main	Aberdeen	ID	83210	208-397-4575
Linx Wireless	150 Idaho St.	American Falls	ID	83211	208-226-2525
Wal-Mart US Cellular Kiosk - Ammon	1201 S. 25th E.	Ammon	ID	83406	208-552-2131
US Cellular Retail - Blackfoot	340 W. Judicial	Blackfoot	ID	83221	208-782-1124
A & H Cellular	18 Riverside Plaza	Blackfoot	ID	83221	208-785-0099
Western Cellular	104 1/2 Broadway Ave S	Buhl	ID	83316	208-543-2000
US Cellular Retail - Burley	2161 Overland	Burley	ID	83318	208-677-8909
Vision Communications	342 E. 5th North	Burley	ID	83318	208-679-7255
Vision Communications	937 E Main	Burley	ID	83318	208-678-4739
Western Cellular	309 Main St.	Gooding	ID	83330	208-934-4851
A & H Cellular	400 North Main St	Hailey	ID	83333	208-788-1994
US Cellular Retail - Idaho Falls	1185 E. 17th St.	Idaho Falls	ID	83404	208-522-1000
A & H Cellular	1775 E. 17th St.	Idaho Falls	ID	83404	208-542-2501
Ideal Electronics Inc, dba Ideal Audio	467 East Anderson	Idaho Falls	ID	83401	208-524-8050
Linx Wireless	2631 S 25th E	Idaho Falls	ID	83406	208-524-5522
Valley Wide Cellular	325 North Holmes Ave	Idaho Falls	ID	83402	208-538-7107
Vision Communications	2052 E. 17th St.	Idaho Falls	ID	83404	208-528-7255
Vision Communications	2300 E. 17th Street	Idaho Falls	ID	83404	208-552-7255
Vision Communications	2052 E. 17th Street	Idaho Falls	ID	83404	208-589-5175
Western Cellular	634 Lincoln	Jerome	ID	83338	208-324-7300
Mountain Valley Cellular	110 S. Mccaleb	Mackay	ID	83251	208-588-2400
Linx Wireless	908 Washington	Montpelier	ID	83254	208-847-1521
US Cellular Retail - Pocatello	1105 Yellowstone Ave.	Pocatello	ID	83201	208-235-1000
A & H Cellular	850 N. 5th Ave.	Pocatello	ID	83201	208-239-0568
A & H Cellular	850 N. 5th Ave.	Pocatello	ID	83201	208-239-0568
Galaxy Computers LLC dba The Cell Shop	1424 Yellowstone Ave.	Pocatello	ID	83201	208-237-2273
Ideal Electronics Inc. dba Ideal Audio	1205 Yellowstone Ave.	Pocatello	ID	83201	208-233-2096
Vision Communications	4155 Yellowstone Ave.	Pocatello	ID	83202	208-233-7255
Hubbard Cellular	51 North State St.	Preston	ID	83263	208-852-2535
Swainston Cellular	720 N. State St.	Preston	ID	83263	208-852-3363
A & H Cellular	17 W. Main St.	Rexburg	ID	83440	208-356-9699
A & H Cellular	530 N. 2nd E.	Rexburg	ID	83440	208-656-8917
Vision Communications	505 N 2nd East #203	Rexburg	ID	83440	208-359-2455
KDS Electronics	102 E. Main St.	Rigby	ID	83442	208-745-0812
Salmon Cellular & Satellite	1102 Main St.	Salmon	ID	83467	208-756-2531
R & L Communication	101 E. Hooper Ave.	Soda Springs	ID	83276	208-547-4444
US Cellular Retail - Twin Falls	799 Cheney Dr., Ste. B	Twin Falls	ID	83301	208-733-8000
A & H Cellular	1485 Poleline Rd., E Ste 208	Twin Falls	ID	83301	208-736-6540
A & H Cellular	540 Bluelakes Blvd	Twin Falls	ID	83301	208-732-5556
Vision Communications	1485 Pole Line Rd. E.	Twin Falls	ID	83301	208-733-7255
DeBartolo Satellite Services dba Shooting Star	118 West Main St	Wendell	ID	83355	208-536-1779

NOTICE OF STATEWIDE CONTRACT (SBPO) RENEWAL

Contract for WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES for various state of Idaho agencies, institutions, and departments. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title:.....Wireless Communications Services and Equipment

Delivery Zone/Area:.....Statewide

Contract Usage Type:.....Optional Use

Public Agency Clause:Yes

Contract Administration:....Gerry Silvester or Mark Little

---Phone Number:.....208-327-7325 OR (208) 327-7359

---E-Mail:.....gsilvest@adm.state.id.us OR mlittle@adm.state.id.us

Contractor's Primary Contact, Order Placement AND Payment Address U.S. Cellular

---Attn:.....Glenn Simmons, Director of Sales

---Address:.....570 S. Woodruff

---City, State, Zip:.....Idaho Falls ID 83401

Phone Number:.....(208) 552-6300

Fax Number:.....(208) 528-8253

Toll Free Number.....(208) 944-9400

E-Mail:.....glenn.simmons@uscellular.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Minimum Order Quantity:....None

Minimum Dollar Amount:....None

Standard Delivery Time:.....Varies

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Special Order Information:...Contact Glenn Simmons for any ordering questions.

Contract Pricing:.....See the attached pricing sheet.

IDAHO ADMINISTRATION REPORTING AND FEES: The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

PERIOD END.....PERIOD DUE

June 30.....July 31

September 30.....October 31

December 31.....January 31

March 31.....April 30

The contractor will submit reports according to the schedule set forth above to the Idaho Administrator:

Mark Little, IT Purchasing Officer

State of Idaho

Department of Administration

Division of Purchasing

5569 Kendall Street (Zip 83706-1231)
P O Box 83720
Boise ID 83720-0075

Ph: (208) 327-7359

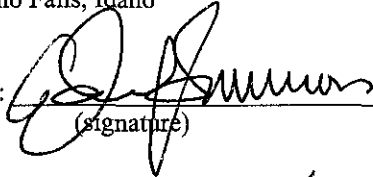
These reports shall show total Gross Revenue arising under this Contract. For the purposes of this Contract, Gross Revenue shall be defined as new equipment purchases (less returns and replacements), service revenue (monthly access, long distance, enhanced features and airtime usage) but not roaming charges, taxes (state, local or other), or early termination fees or associated fees included but not limited to federal and state Universal Service Fund charges and any other taxes for fees which the state may claim an exemption. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.00% of the gross Revenues for the quarterly period. The State understands and agrees that Contractor may raise prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

By their respective signatures below, the parties have agreed effective as of the date above, that this and all of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

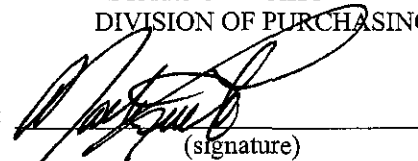
U.S. CELLULAR
Idaho Falls, Idaho

STATE OF IDAHO
DIVISION OF PURCHASING

BY:


(signature)

BY:


(signature)

Printed Name:

Glenn Simmons

Printed Name:

Mark Little

Purchasing Officer's Name

TITLE:

Director of Sales - Idaho

TITLE:

IT Purchasing Officer

DATE:

4/13/04

DATE:

5/5/04

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

U.S.Cellular State of Idaho Pricing

Services and Equipment Schedule for State of Idaho, S.E. ID MKT.

LOCAL RATE PLAN

Roaming rates in Montana enhanced effective 6/22/04

Included Features: Voice Mail*, Call Waiting, Caller ID, * Call Forwarding, Three-Way Calling, Detailed Billing and Mobile Messaging (.10 per message). Expanded Local Calling Rate (.30 per minute in B SA, outside B SA .69 per minute)					
Monthly Access	\$25.00	\$35.00	\$40.00	\$50.00	\$75.00
Included Minutes	125	700	1100	1400	1800
Additional per Minute Rate	.40 per Minute	.40 per Minute	.40 per Minute	.40 per Minute	.30 per Minute
Long Distance	Included	Included	Included	Included	Included
Activation Fee	\$0	\$0	\$0	\$0	\$0
Roaming Rate (Includes LD)	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute

*Not included on \$25 plan

REGIONAL RATE PLAN

8 state calling area including Montana effective 6/22/04

Included Features: Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling, Detailed Billing and Mobile Messaging (.10 per message). Expanded Local Calling Area: ID, MT, WA, OR, WY, UT, CA, NV (Outside B SA .69 per minute). Includes LD from B SA area					
Monthly Access	\$35.00	\$40.00	\$50.00	\$75.00	\$100
Included Minutes	500	650	800	1300	1500
Additional per Minute Rate	.40 per Minute	.40 per Minute	.40 per Minute	.30 per Minute	.30 per Minute
LD from B SA	Included	Included	Included	Included	Included
Activation Fee	\$0	\$0	\$0	\$0	\$0
Roaming Rate Outside B SA (Includes LD)	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute

U.S.Cellular State of Idaho Pricing

Services and Equipment Schedule for State of Idaho, S.E. ID MKT.

LOCAL MOBILE TO MOBILE BUSINESS PLUS

(Minimum of 5 lines required, all minutes pooled)

Enhanced coverage areas including Montana effective 06/22/04

Included Features: Unlimited M2M minutes in local area, Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling, Detailed Billing and Mobile Text Messaging (.10 per message). Expanded Local Calling Rate (.30 per minute in 8 SA, outside 8 SA .69 per minute)					
Monthly Access	\$40	\$50	\$75	\$100	\$140
Included Minutes	800	1000	1400	1800	2300
Additional per Minute Rate	.40 per Minute	.40 per Minute	.30 per Minute	.30 per Minute	.30 per Minute
Long Distance	Included	Included	Included	Included	Included
Activation Fee	\$0	\$0	\$0	\$0	\$0
Roaming Rate (Includes LD)	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute

REGIONAL MOBILE TO MOBILE BUSINESS PLUS

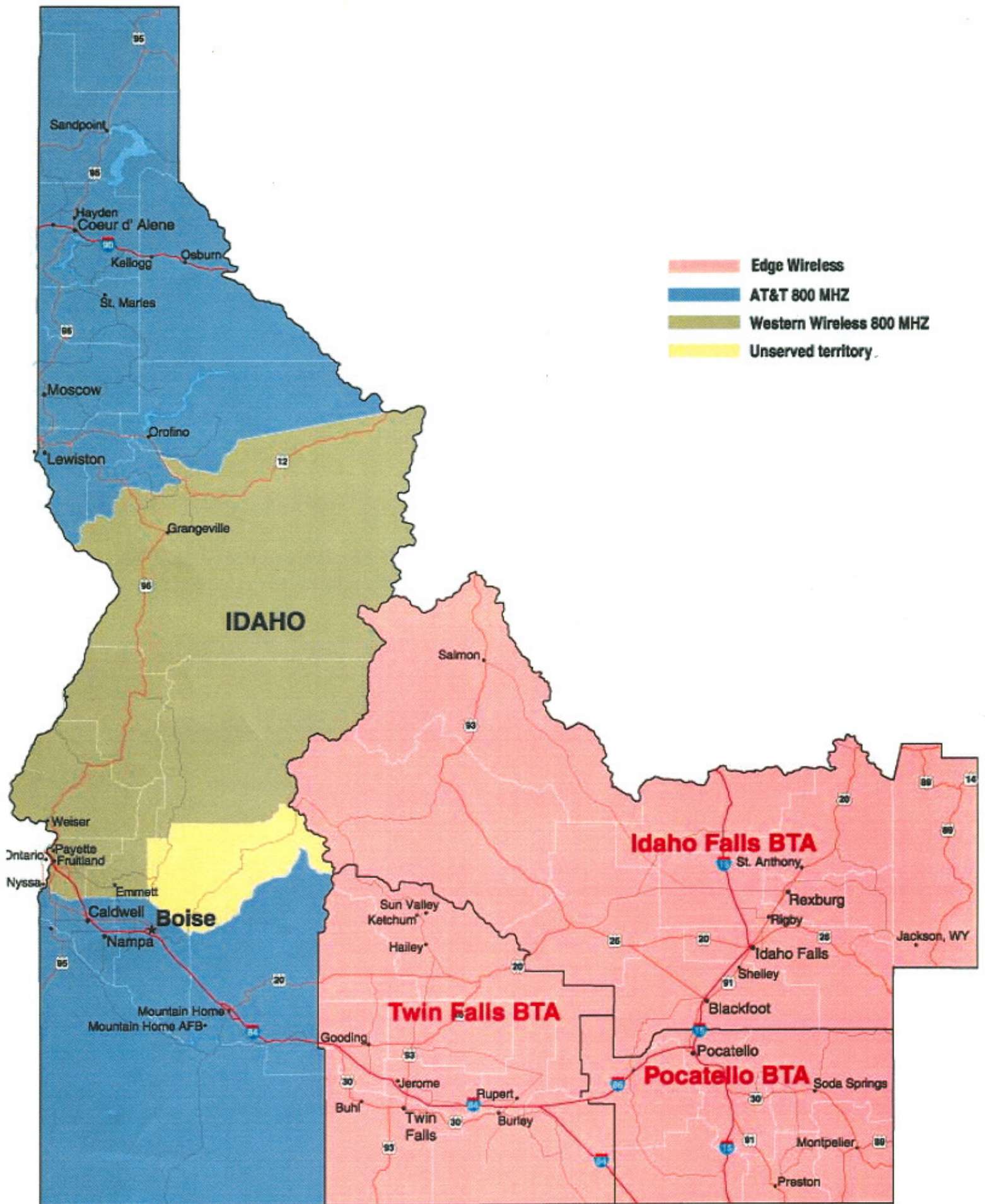
(Minimum of 5 lines required, all minutes pooled)

Included Features: Unlimited M2M minutes in local area, Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling, Detailed Billing and Mobile Messaging (.10 per message). Expanded Local Calling Area: ID, MT, WA, OR, WY, UT, CA, NV (Outside 8 SA .69 per minute). Includes LD from 8 state expanded calling area					
Monthly Access	\$40	\$50	\$75	\$100	\$140
Included Minutes	500	650	900	1200	1800
Additional per Minute Rate	.40 per Minute	.40 per Minute	.30 per Minute	.30 per Minute	.30 per Minute
LD from 8 SA	Included	Included	Included	Included	Included
Activation Fee	\$0	\$0	\$0	\$0	\$0
Roaming Rate Outside 8 SA (Includes LD)	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute	.69 per Minute

State of Idaho Phone Pricing from US Cellular

Model	\$25 price plan	\$35 price plan	\$40 price plan	\$50 price plan	\$75 price plan
Nokia 2260 2yr contract	\$39.95	\$39.95	\$19.95	\$19.95	\$19.95
Nokia 2260 1yr contract	\$89.95	\$89.95	\$69.95	\$69.95	\$69.95
Nokia 3560 2yr contract	\$69.95	\$69.95	\$49.95	\$49.95	\$49.95
Nokia 3560 1yr contract	\$119.95	\$119.95	\$99.95	\$99.95	\$99.95
Nokia 8265 2yr contract	\$159.95	\$159.95	\$109.95	\$109.95	\$109.95
Nokia 8265 1yr contract	\$189.95	\$189.95	\$159.95	\$159.95	\$159.95
Motorola v120 2yr contract	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Motorola v120 1yr contract	\$49.95	\$49.95	\$49.95	\$49.95	\$49.95
Motorola v60 2yr contract	\$99.95	\$99.95	\$69.95	\$69.95	\$69.95
Motorola v60 1yr contract	\$149.95	\$149.95	\$119.95	\$119.95	\$119.95

25% discount on all accessories



CHANGE ORDER

State of Idaho, Dept. of Admin., Division of Purchasing

Date: 06/28/00

Time: 09:25

Page: 1 of 1

Rev#: 2

Delivery Due
04/15/01

SBPO 28 0

Ship To: 200STW
Various State AgenciesAS PER BID SPECIFICATIONS
X ID 00000Bill To: 200STW
Various State AgenciesAS PER BID SPECIFICATIONS
X ID 00000Vendor: 28326
UNITED STATES CELLULAR (EXPIRED)1185 E 17TH ST
IDAHO FALLS ID 83404

Terms: Net 30 Days

FOB: Dest-Freight Prepaid & Allowed
Routing:

Buyer: Mark Little

Stated In: USD

Line Nbr	Item ID / Description	Quantity Ordered	U/M	Unit Price	U/M	Total Price
1	91575 Telephone Services, Cellular	1.00	EA	0.00000	EA	0.00000
2	AMNEXT AMENDMENT OF EXISTING CONTRACT CELLULAR EQUIPMENT AND PRICING MODIFICATION	1.00	LOT	0.00000	LOT	0.00000

CONTRACT FOR WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES
STATEWIDE CONTRACT SBPO 28 AMENDMENT NUMBER 1

This contract amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO 28, for WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS AND DEPARTMENTS, dated APRIL 15, 1999, between UNITED STATES CELLULAR, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is APRIL 18, 2000.

NEW CELLULAR EQUIPMENT, IN LIEU OF THE NOKIA 6120 DIGITAL CELLULAR TO BE INCLUDED IN THIS CONTRACT AS FOLLOWS:

NOKIA 5120 TDMA DIGITAL PHONE	\$79.95
ERICSSON 666 TDMA DIGITAL PHONE	\$69.95
ERICSSON T18 TDMA DIGITAL PHONE	\$89.95

25% DISCOUNT RATE APPLIES.

The same terms, conditions and prices, AS AMENDED, prevail for the duration of the contract period.

Total Of Line Items	0.00000
Discount	0.00000
Sub-Total	0.00000
Misc. charge-1	0.00000
Misc. charge-2	0.00000
Tax	0.00000
Freight	0.00000
Purchase Order Total	0.00000

Signature: 

CHANGE ORDER

State of Idaho, Dept. of Admin., Division of Purchasing

Date: 04/20/99

Time: 13:37

Page: 1 of 2

Rev#: 1

Delivery Due
04/15/01

SBPO 28 0

Ship To: 200STW
Various State AgenciesAS PER BID SPECIFICATIONS
X ID 00000Bill To: 200STW
Various State AgenciesAS PER BID SPECIFICATIONS
X ID 00000Vendor: 28326
UNITED STATES CELLULAR1185 E 17TH ST
IDAHO FALLS ID 83404

Terms: Net 30 Days

FOB: Dest-Freight Prepaid & Allowed
Routing:

Buyer: Mark Little

Stated In: USD

Line Nmbr	Item ID / Description	Quantity Ordered	U/M	Unit Price	U/M	Total Price
1	91575 Telephone Services, Cellular	1.00	EA	0.00000	EA	0.00000

CONTRACT FOR WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES
NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Wireless Communications Equipment and Services for various State of Idaho agencies, institutions, and departments. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Number: SBPO 28

Contract Title: WIRELESS COMMUNICATIONS EQUIPMENT AND SERVICES

Effective Dates: 04/15/99-04/14/01

Delivery Zone/Area: FCC Market Areas 390, 392 and 393 (See Map)

Contract Type: Mandatory

Public Agency Clause: Yes

Contract Administration: Gail Rich/Mark Little

Phone Number: 332-1845/327/7359

E-Mail grich@adm.state.id.us/mlittle@adm.state.id.us

Contractor Name: United States Cellular

Contact: Kelly Christensen

Address: 570 S. Woodruff

City, State, Zip: Idaho Falls, ID 83401

Fed. I.D. Number: 36-3953765

Phone Number: 208-524-9047

Toll Free Number: 888-944-9400

Fax Number: 208-528-0236

E-Mail: uskelly@ida.net

Order Placement Address: Same as above

Minimum Order Quantity: N/A

Minimum Dollar Amount: N/A

Delivery Time: No later than four (4) business day ARO

FOB/Freight: Destination

Payment Terms: Net 30

Payment Address: Same as above

Special Order Information: N/A

CHANGE ORDER
State of Idaho, Dept. of Admin., Division of Purchasing

Delivery Due
04/15/01

SBPO 28 0

Date: 04/20/99
Time: 13:37
Page: 2 of 2
Rev#: 1

Continued Next Page

Contract Items: Wireless Communications Equipment and

Contract Pricing: See attached 7 pages

THIS CONTRACT CONSISTS OF THE FOLLOWING AND ALSO CONSTITUTES THE
STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID FOR BID 229.

- A. This Notice of Contract (SBPO 28) Award;
B. The State of Idaho's Invitation to Bid
dated February 17, 1999 Bid 229, incorporated
herein by reference as though set forth in full; and
C. United States Cellular's signed bid dated March 15, 1999,
in response to BID 229, incorporated herein by reference
as though set forth in full.

In the event of any inconsistency, unless otherwise provided herein,
such inconsistency shall be resolved by giving precedence in the
following order:

1. This document.
2. The State of Idaho's Invitation to Bid 229.
3. United States Cellular's signed bid.

QUANTITIES: The State of Idaho, Division of Purchasing can only
give approximations of quantities and will not be held responsible
for figures given in this document.

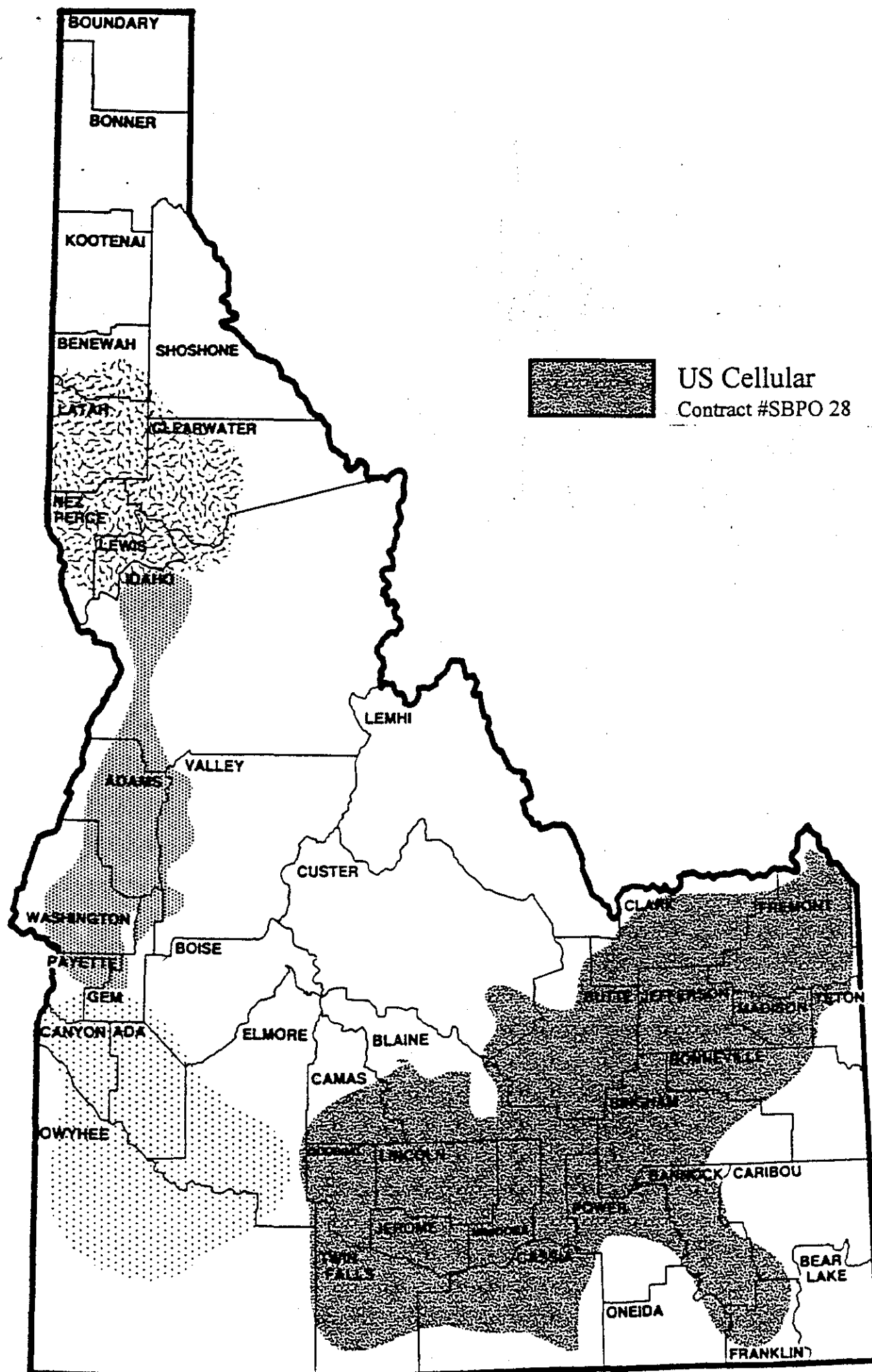
CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY
to the REQUISITIONING AGENCY noted above or as directed by the
requisitioning agency. DO NOT MAIL INVOICES TO THE DIVISION
OF PURCHASING. Notating the Contract Award Number on any
invoices/statement will facilitate the efficient processing of
payment

STATE AGENCY: Invoices are to be paid through data entry of
expenditures into the State Controller's STARS system using
established State Contract payment procedures. THE DIVISION OF
PURCHASING'S ASSIGNED STATE CONTRACT NUMBER MUST BE SHOWN IN THE MPC
FIELD OF THE STARS PAYMENT TRANSACTION RECORD.

Gerry L. Silvester, C.P.M.
Senior Purchasing Officer
Division of Purchasing
P O Box 83720
Boise, Idaho 83720-0075
Ph: (208)327-7465

Total Of Line Items	0.00000
Discount	0.00000
Sub-Total	0.00000
Misc. charge-1	0.00000
Misc. charge-2	0.00000
Tax	0.00000
Freight	0.00000
Purchase Order Total	0.00000

Signature: 



Federal Communications Commission, Wireless Telecommunications Bureau, cellular market areas for the State of Idaho.

<u>Market Area</u>	<u>Description</u>	<u>Counties</u>
390	Idaho 3 - Lemhi	Lemhi Custer Boise
392	Idaho 5 - Butte	Butte Blaine Camas Gooding Lincoln Twin Falls Jerome Minidoka Cassia
393	Idaho 6 - Clark	Clark Fremont Jefferson Madison Teton Bingham Bonneville Power Bannock Caribou Oneida Franklin Bear Lake

Features

Digital Plan Features

All 208 included toll free from home service area	Included in plan
First incoming minute free when call is terminated within the first 60 seconds	Included in plan
Text messaging	Included in plan
Caller ID	Included in plan
Text message waiting indicator	Included in plan
Call forwarding	Included in plan
Call waiting	Included in plan
Three way conferencing calling	Included in plan
Itemized billing	Included in plan
Extended battery life	Included in plan
•Bill Tracker	\$1.00/ service line
Signal telephone insurance -	\$2.99/month
Wide area roaming	.65/minute of use
Voice mail	\$4.95/month

Analog plan features

All 208 included toll free from home service area	Included in plan
Call forwarding	Included in plan
Call waiting	Included in plan
Three way conference calling	Included in plan
Itemized billing	Included in plan
Bill Tracker	\$1.00/ service line
Signal telephone insurance	\$2.99/month
Wide area roaming	.65/minute of use
Voice mail	4.95/month

Accessories

Vehicle hands free kits
Leather cases
Belt clips
Vibrating batteries
Hands free headsets
Extended life batteries
Lighter chargers

DIGITAL PRICE WORKSHEET

Vendor: UNITED STATES CELLULAR Bid for Market Area(s): 390, 392, 393

Wireless Equipment Pricing

Item	Description	Manufacturer	Model	Purchase Price
1		Nokia	5120	\$99.95
2		Nokia	6120	\$129.95

Wireless Equipment Accessories Pricing

1	Leather Carrying Case	25% off retail price
2	Extended Life Battery	25% off retail price
3	Power Talk and Charge	25% off retail price
4	Belt Clip	25% off retail price
5	Hands Free Kits	25% off retail price
6	Vibrating Battery	25% off retail price
7	Hands Free Headsets	25% off retail price
8	Face Plates	25% off retail price

*All other accessories will be 20% off of retail price

Wireless Service Rate Plan(s)

Proposed Digital PCS Rate

Activation Charge	-	Per minute charge - Peak	\$ 0.12
Monthly Service Charge	\$ 6.00	Per minute charge - Off/peak	\$ 0.12
Number of minutes included	-	Per minute charge - Roaming	\$ 0.65
Sys. Features Surcharge	-	Other	

Features included:

- 1 First incoming minute free
- 2 Internet Text messaging
- 3 All 208 Toll Free when calling from your home area
- 4 Caller ID
- 5 Detailed Billing
- 6 Custom Calling Package

Additional Digital PCS Rates

Activation Charge	-	Overage Rate - Peak	\$ 0.18
Monthly Service Charge	\$ 99.95	Overage Rate - Off/peak	\$ 0.18
Number of minutes included	1000	Per minute charge - Roaming	\$ 0.65
Sys. Features Surcharge	-	Other _____	

Activation Charge	-	Overage Rate - Peak	\$ 0.16
Monthly Service Charge	\$ 199.95	Overage Rate - Off/peak	\$ 0.16
Number of minutes included	2000	Per minute charge - Roaming	\$ 0.65
Sys. Features Surcharge	-	Other _____	

Activation Charge	-	Overage Rate - Peak	\$ 0.14
Monthly Service Charge	\$ 499.95	Overage Rate - Off/peak	\$ 0.14
Number of minutes included	5000	Per minute charge - Roaming	\$ 0.65
Sys. Features Surcharge	-	Other _____	

Features included with each plan:

- 1 First incoming minute free
- 2 All 208 Toll Free when calling from your home area
- 3 Caller ID
- 4 Detailed Billing
- 5 Custom Calling Package

DIRK KEMPTHORNE
Governor
PAMELA I. AHRENS
Director
JAN COX
Administrator
Internet: jcox@adm.state.id.us

State of Idaho

Department of Administration

Division of Purchasing

5569 Kendall Street
P.O. Box 83720
BOISE, ID 83720-0075
Telephone (208) 327-7465 or FAX (208) 327-7320
www2.state.id.us/adm/purchasing

March 3, 1999

ADDENDUM I

TO: All Concerned Vendors

RE: Bid No. 229, Wireless Communications Equipment and Services, Bid opening March 16, 1999 @ 2:00 p.m. MST.

The following are questions, statements, clarifications and their responses regarding the referenced bid. This additional information is added to and will be made a part of the referenced bid.

Question 1: Is our company automatically considered a registered vendor because we currently carry contracts for cellular service for the State of Idaho? If so, then we can go ahead and submit our bid.

Answer 1: No, a vendor is not automatically registered with the State of Idaho, Division of Purchasing because they have existing cellular contracts with State agencies.

Question 2: Is this bid for new cellular service or to keep existing cellular service?

Answer 1: Both. As stated in Section IV.A, the success bidder will migrate the State's existing service to the new contract.

Question 3: Although we have a government plan, we also have other rates that may be more cost effective based on usage. May we submit two bids one for each rate?

Answer 3: The State requests that a vendor submit one bid with multiple rate plans as stated in Section III.E.

Question 4: Will our company be allowed to supplement their proposal with an oral presentation?

Answer 4: At this time, the State is not asking for oral presentations. However, any information that would be included in an oral presentation should be included in the hardcopy bid submitted for evaluation.

Question 5: Will the State of Idaho require that all cell numbers be picked to the State's SDN network?

Answer 5: As stated in Section III.D, paragraph 2, connectivity includes ensuring that wireless terminals are associated with the State's SDN contract.

Addendum I
Bid 229, Wireless Communications Equipment and Services
Bid Opening March 16, 1999 @ 2:00 p.m. MST

Question 6: We service the Idaho 2 calling area. Do you have a number of either current subscribers or potential subscribers in this market, that would be able to purchase from this contract.

Answer 6: No, the State does not have an exact number of existing phones in that calling area, nor can we provide a number of potential subscribers as this contract will be offered, as stated in Section I.A, to agencies, commissions, councils, counties, cities, school districts, taxing authorities, Judiciary and the Legislature.

Question 7: In the bid packet it states that you will be billed in advance for monthly access fees, is this necessary as we typically bill everything in arrears. I need to know if this needs to be changed to have a chance at the bid.

Answer 7: If it is the policy of your company to bill for monthly access fees in arrears, the State will accept that policy and no change will need to be made. Make note on the bid that the monthly access fees will be billed in arrears as well as the airtime.

If you have already submitted your bid and this addendum will alter your quote, please contact the State Division of Purchasing for another copy of the bid.

Signed copies of all addenda and your written bid must be received by the Division of Purchasing prior to the bid opening date and time.

There are no other changes.

Thank you for your interest in supplying the needs of the State of Idaho.

Sincerely,



LYLE D. GESSFORD
Purchasing Officer

LG:ML:ml

I have received the above stated information and I understand that failure to acknowledge this addendum may render my bid non-responsive.

Signature

Title

Firm

Date

Invitation to Bid
THIS IS NOT AN ORDER

Date: 02/17/99

State of Idaho, Dept. of Admin., Division of Purchasing

Time: 11:50
Page: 1 of 3

Delivery Due
04/01/99
Response Due
03/16/99

BID 229 0

Sealed: Y

Vendor:

Return Quotation To:
DIVISION OF PURCHASING
5569 KENDALL STREET (ZIP 83706)
PO BOX 83720
BOISE ID 83720-0075

Delivery: _____ Days ARO

Buyer: Mark Little
Phone: (208)327-7359

Stated In: USD

Line Nmbr	Item ID / Description	Bid Quantity	U/M	Requisition Number	Unit Price
1	91575 Telephone Services, Cellular	1.00	EA	67	

Wireless Communications Equipment and Services per the attached Specifications, Terms, and Conditions.

SECTION 1 - LINE ITEMS/SPECIFICATIONS

BID INDEX
SECTION 1 Line Items/Specifications 11 Pages
SECTION 2 General Bid Information 2 Pages
SECTION 3 General Information for Bidders 1 - 2
SECTION 4 Instructions to Bidders 2 - 5
SECTION 5 Standard Contract T & C's 5 - 8

SECTION 2 - GENERAL BID INFORMATION

SEALED BIDS WILL BE OPENED March 16, 1999 @ 2:00 p.m. MST. Bids must be received on or before this date and time. Late bids will be rejected and returned to the bidder.

Wireless Communications Equipment and Services
Agency Req NO: 99-TS002
Agency Name: Department of Administration
FOB Destination Point(s): Varies by Agency

Questions regarding this bid MUST BE SUBMITTED IN WRITING and RECEIVED by State Purchasing NO LATER THAN March 1, 1999. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED. Submit questions in writing via mail, fax or e-mail to:

Mark Little
Division of Purchasing
PO Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
e-mail: mlittle@adm.state.id.us

Continued Next Page

Invitation to Bid
THIS IS NOT AN ORDER

Date: 02/17/99

State of Idaho, Dept. of Admin., Division of Purchasing

Time: 11:50
Page: 2 of 3

Delivery Due
04/01/99
Response Due
03/16/99

BID	229	0
-----	-----	---

Sealed: Y

The words "SEALED BID" and the bid number, located at the top center of this form, must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, the following information must be placed in the lower left corner of your bid package:

***** SEALED BID *****
* BUYER <buyer's name> *
* SEALED BID FOR: <list item or service being bid> *
* BID NUMBER: <list bid number> *
* TO BE OPENED: <date> @ <time> *

Send your sealed bid package to: Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

NOTE: Use the street address when sending packages by FedEx, UPS, or other couriers.
Division of Purchasing
5569 Kendall Street
Boise, ID 83706-1231

NOTE: Two (2) complete copies (ORIGINAL & ONE COPY) of your bid are requested. If applicable or required by the specifications, submit two (2) copies of the latest printed specifications, brochures or descriptive literature.

In compliance with the above Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any and all of the items or render such services upon which prices are quoted in accordance with the specifications applying and at the price set opposite each item. As the undersigned, I also certify I am authorized to sign this bid for the bidder and the bid is made without connection with any person, firm, or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Please complete the following information:

BIDDER (Company Name) _____

ADDRESS _____ CITY, ST, ZIP _____

TOLL FREE PHONE NO. _____ PHONE NO. _____

FAX NO. _____ E-Mail Address _____

FEIN/SSN# _____

Continued Next Page

Invitation to Bid
THIS IS NOT AN ORDER

Date: 02/17/99

State of Idaho, Dept. of Admin., Division of Purchasing

Time: 11:50
Page: 3 of 3

Delivery Due
04/01/99
Response Due
03/16/99

BID	229	0
-----	-----	---

Sealed: Y

PROMPT PAYMENT TERMS: Bidder offers payment terms of _____
(2%-10/NET30,1%-20/NET30,NET30,etc.)Discounts for payment periods of less than 30 days will not be used in
bid evaluation, but may be offered for prompt payment. If no payment terms are offered, terms will be net 30
days.

BIDDERS STATE OF DOMICILE: _____ Failure to furnish this information may result in
REJECTION of bid!

THE SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE EXECUTED IN INK AND RETURNED WITH
YOUR BID FOR YOUR BID TO BE CONSIDERED!

END SECTION 2 - GENERAL BID INFORMATION

Vendor Comments:

Signature: _____
BID MUST BE MANUALLY SIGNED TO BE CONSIDERED

Please Type or Print Name: _____

Title: _____

Date: _____

SECTION 3 - IDAHO BID AWARD INFORMATION POLICY/GENERAL INFORMATION FOR BIDDERS

NOTE: New information for completion and submission of bids or proposals (bid solicitations) is detailed in the following paragraphs. It is the bidder's responsibility to timely submit the bid in a properly marked envelope, prior to the scheduled bid opening, for receipt in sufficient time to allow the bid to be time and date stamped at the office of the Division of Purchasing.

We urge vendors to attend the public bid openings and record the bid information at that time. At the public bid opening for Requests for Proposals (RFP), only the names of bidders will be announced and no other information will be available until award of the RFP. It is normally not possible for the staff to immediately analyze bids after the bid opening. THEREFORE, the following policy and procedure has been adopted as being the best method for handling bid result inquiries. This procedure will yield the requested information in the most expeditious manner possible for all parties concerned.

POLICY: PERSONS REQUESTING BID TABULATION INFORMATION ARE TO EITHER WRITE (please include stamped, self-addressed envelope), FAX, PHONE, or VISIT THE DIVISION OF PURCHASING OFFICE AND REQUEST THE BID TABULATION INFORMATION FROM THE RECEPTIONIST. NO BID TABULATION OR AWARD INFORMATION WILL BE GIVEN OVER THE PHONE.

Please give the BID NUMBER, BID TITLE, AND BID OPENING DATE information to the RECEPTIONIST. THIS INFORMATION CAN BE FOUND AT THE TOP OF THE BID SOLICITATION PAGE. This is the only way we can trace your request and prepare a response.

It takes time to tabulate and process bids. Please observe the following times when requesting bid tabulation information.

Bids over \$25,000, please wait at least 5 working days after the bid opening to request bid tabulation information.

Term Contract Bids, please wait at least 10 working days after the bid opening to request bid tabulation information.

Request for Proposals, please wait at least 20 working days after the bid opening to request bid tabulation information.

PLEASE, DO NOT REQUEST ANY BID AWARD INFORMATION ON THE TELEPHONE. NO TELEPHONE INFORMATION WILL BE GIVEN

BID REQUIREMENTS: The following requirements are for preparation, submission and consideration of bids:

- a. Registered Vendors: To be eligible to submit a valid bid, the vendor must be a Registered Vendor PRIOR to the scheduled bid opening date and time. If you are submitting the Vendor Registration-Bidders Mailing List Application and the required \$10 biennial registration fee, DO NOT INCLUDE these items in your bid envelope or package! The Vendor Registration application MUST BE received PRIOR to the bid opening date and time.
- b. Bid Completion: The Invitation To Bid or Request for Proposal signature page must contain an ORIGINAL HANDWRITTEN signature executed in INK and be returned with the relevant bid solicitation documents. Bids must be completed either in ink or typewritten. Bid forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed IN INK by the person signing the bid. THIS INCLUDES BUT IS NOT LIMITED TO WHITEOUT CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE.
- c. Bid Submittal: To assure your bid is opened at the proper time, the lower left corner of your SEALED bid envelope must indicate the item being bid, bid opening date and time, and the bid number. This information is found on the Bid Solicitation form. DO NOT FAX YOUR BID.
- d. Hand-Delivered Bids: Hand-delivered bids must be received at the Division of Purchasing reception desk and time and date stamped prior to the bid opening date and time.
- e. Alteration of Bid Prohibited: Bids may not be completed, amended or clarified on the face of the bid after the official bid opening time.

GENERAL INFORMATION FOR BIDDERS

1. AUTHORITY TO PURCHASE: The Administrator for the Division of Purchasing, Department of Administration, or the Administrator's delegates are the only statutory agents authorized to execute contracts, purchase orders, leases, etc., for the purchase of supplies, materials, equipment, etc., except for those agencies, amounts, or commodities specifically exempt from purchase by statute.
2. BID AWARDS: Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price."
3. SPECIFICATIONS: Specifications are written so as to describe the property the State wants to purchase or procure. If you are unsure of what the State wants, please present written questions to the appropriate purchasing official. Idaho Code,

Section 67-5726 (3) reads: "No officer or employee shall conspire with a vendor or its agent, and no vendor or its agent shall conspire with an officer or employee, to influence or attempt to influence the award of a contract, or to deprive or attempt to deprive a registered vendor of an acquisition award." Idaho Code, Section 67-5730 (2) reads: "Vendors may be disqualified for any of the following reasons: (b) Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor." The state is prohibited from accepting property which does not meet the minimum bid specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

4. LAWS: The laws under which the State purchases goods and services are found in the Idaho Code, Title 67, Chapter 57, Section 67-5714 through Section 67-5744. Attention is directed to the fact that it is the vendor's responsibility to conform to ALL applicable Federal, State and local statutes or other applicable legal requirements.

5. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES (Idaho Code Section 67-2349): The law requires providing a reciprocal preference for Idaho domiciled bidders on purchases of materials, supplies, equipment, or services. The law and any applicable percentage preference are ONLY applicable to bidders domiciled in a state granting THEIR in-state bidders a preference. It is not applicable to domiciled bidders in states without a preference law or a reciprocal preference law. Vendors MUST provide information on the state of domicile of their company.

6. COMPETITION: Unless otherwise noted in the bidding documents, all purchases made pursuant to this contract are for the internal use of government only and no purchase under this contract will be resold to the general public at retail. Upon request the Division of Purchasing will issue a certification that all purchases made under this contract are intended for the internal use of government and will not be resold to the general public at retail.

7. ADMINISTRATIVE APPEALS: The laws applicable to administrative appeals are set forth at Section 67-5733, Idaho Code. In summary, they are:

a. Specification Appeal: Beginning with the day a registered vendor receives the bid solicitation document and ending ten (10) working days later, the vendor may challenge the specifications. The vendor is to notify, in writing, the Administrator of the Division of Purchasing of his intention to challenge the specification and state the exact nature of the challenge describing the location of the challenged portion or clause in the specification document and explaining why the provision should be struck, added or altered, and contain suggested corrections. Upon receipt of the challenge, the Administrator for the Division of Purchasing may either deny the challenge or request the Director of the Department of Administration to appoint a determinations officer. If a determinations officer is appointed, the determinations officer shall send a copy of the challenge to all vendors invited to bid asking for the vendors' response within five (5) days agreeing or disagreeing with the challenge. The determinations officer may require that the specifications be rewritten, rewrite the specifications himself and/or reject all or any part of the challenge.

b. Bid Rejection Appeal: Within five (5) working days following receipt of notice of rejection, a bidder may appeal the decision to the Director of the Department of Administration. This appeal is only available to a vendor whose bid is found non-responsive (i.e., a bid which does not comply with the bid invitation and specifications). It does not apply to a vendor whose bid is considered but who is determined not to be the lowest responsible bidder. The Director may either deny the appeal or appoint a determinations officer to review the record and submit a recommended order to the Director. Upon receipt of the determination officer's written recommendation, the Director may sustain, modify or reverse the non-responsive bid decision.

c. Bid Award Appeal: A vendor whose bid is considered may, within five (5) working days following receipt of notice that he is not the lowest responsible bidder, apply to the Director of the Department of Administration for appointment of a determinations officer. The appeal must set forth in specific terms the reason why the Administrator's lowest responsible bidder decision is erroneous. Upon receipt of the appeal, the Director shall, within three (3) working days, either (1) deny the appeal; (2) appoint a determinations officer to review the record and provide written recommendations; or (3) appoint a determinations officer with authority to conduct a contested case hearing within the context of the Idaho Administrative Procedures Act. Upon receipt of the determinations officer's written recommended order, the Director shall either sustain, modify or reverse the Division of Purchasing's decision.

BDINFO.DOC -- (6/98)

END OF SECTION 3 - IDAHO BID AWARD INFORMATION POLICY/GENERAL INFORMATION FOR BIDDERS

SECTION 4 - STATE OF IDAHO - CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. REGISTERED VENDORS: Title 67, Chapter 57, Section 67-5730 of the Idaho Code reads in part as follows: "No vendor shall be allowed to submit a bid unless such vendor is qualified and has registered PRIOR to the time of the bid opening A ten dollar (\$10) biennial registration fee shall accompany the request." Vendor Registration information and application forms (if the vendor is not already registered) may be found on the Division of Purchasing's Internet web site at <http://www.state.id.us/admpr/prhome.htm>.

2. **INCOMPLETE BID FORMS:** Incomplete and/or unsigned bid documents will be cause for non-acceptance and a finding of non-responsiveness. PHOTOCOPIED SIGNATURES or FACSIMILE SIGNATURES submitted by the bidder are NOT ACCEPTABLE.
3. **DISCOUNTS:** Discounts, when applicable, shall be shown in a single percentage figure e.g., 57-1/4% instead of 50, 10, and 5 percent. Be sure to show the net price to the state if a discount is given, (example: \$100.00 less 20% educational discount, Net price to the State is \$80.00). DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED TO DETERMINE THE LOWEST BID.
4. **UNIT PRICES GOVERN:** Unit prices shall govern, but please extend the amount column, to avoid mistakes.
5. **IMPORTANT:** Prices must be given in the "unit of quantity" we ask for. Example: If we ask for an item by the "piece," bid by the "piece;" if we ask for it by the "foot," bid by the "foot," etc.
6. **FIRM PRICES:** No bid will be accepted if sent to us marked-"Price prevailing at time of delivery." After the date and time of bid closing, no price increase will be allowed, unless as otherwise stipulated by the State's bid solicitation documents.
7. **BID SUBMISSIONS:** Your bid envelope must be SEALED and plainly marked in the LOWER left corner with the following: (1) the name of the item or service being bid; (2) bid opening date and time; and (3) the bid number. Your return address should appear in the UPPER left corner. All bid sheets and the bid solicitation signature form containing an original authorized signature executing the bid must be submitted in a sealed envelope or package. (Do not respond to more than one bid number in the same envelope!) A bid submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the State or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.
8. **BID FORM:** Bidders shall use this bid proposal form when submitting their bid or proposal. Bids not submitted with the bid solicitation signature page form shall be found non-responsive and will not be considered. No additional or supplemental terms and conditions submitted by the bidder as part of the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this bid and ensuing contract. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to the bid or any ensuing contract and the bidder's authorized signature affixed to the bid solicitation signature form attests to this.
9. **LATE BIDS:** It is the bidder's responsibility to assure that the bid is delivered to the place designated for receipt of bids on or before the date and time specified for bid opening. Late bids will not be considered under any circumstances. The official time used in the receipt of bids is the prevailing local time as evidenced by the automatic time/date stamp located in the Division of Purchasing office. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, or the intra-state mail system. LATE BIDS WILL BE DECLARED REJECTED AND RETURNED TO THE BIDDER . NO DEVIATIONS WILL BE ALLOWED.
10. **BID WITHDRAWALS:** Bids may be withdrawn by telegraphic request (no facsimile) or in writing on company letterhead signed by an authorized representative. The Division of Purchasing must receive bid withdrawal requests in correct form PRIOR to the bid opening date and time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification. After bid closing, bid withdrawals and/or cancellations may not be made unless legitimate error has been made, but such action makes bidder liable to "not responsible" finding. Unless otherwise stipulated by the State in other bid solicitation documents, the bid will remain firm and may not be withdrawn for sixty (60) days following the bid opening date.
11. **REJECTION OF BIDS:** The Administrator of the Division of Purchasing shall have the right to accept or reject all or any part of a bid or any and all bids when: (1) it is in the best interests of the State of Idaho; or (2) the bid does not meet the minimum bid specifications; or (3) the bid is not the lowest responsible bid; or (4) a finding is made based upon available evidence that a bidder is not responsible or otherwise capable of currently meeting specifications or assurance of ability to fulfil contract performance; or (5) the item offered deviates to a major degree from the bid specifications, as determined by the Administrator (minor deviations, as determined by the Administrator, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provides a bidder an unfair advantage.
12. **SPECIAL BRANDS:** Special brands when named are only to indicate the standard of quality desired. Bidders may bid on their equal, except when specification or bid form requires no substitution. Offerings on other brands, if their equal, may be considered, but brands or descriptions of the equal must be plainly stated. "Equal" means any other brand that is equal in use, quality, economy, and performance to the brand listed. If the bidder lists a trade name and/or catalog number in the bid, the State will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.
13. **BID SIGNATURES:** The bid solicitation signature page form *must be* manually signed in ink by an authorized agent of the bidder *and* returned with your bid package. Bids must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late bids will be considered.
14. **BURDEN OF PROOF:** ANY VARIATIONS of brand names or deviations from the specifications **MUST BE CLEARLY STATED**. It shall be the responsibility and burden of the bidder to furnish the State with the original bid submission sufficient data to determine if the goods or services offered conform to the bid specifications.

15. **ORAL INFORMATION:** The Division of Purchasing will not be responsible for any verbal or oral information given by the requisitioning agency regarding this bid. Questions concerning this bid must be directed in writing to the Division of Purchasing in sufficient time prior to the bid opening to permit an answer by the Division of Purchasing in writing. Bids deviating from the specifications contained herein by any means other than an authorized written addendum by the Division of Purchasing will be subject to rejection. Bidder's reliance on any oral representation is at the bidder's peril and the Division of Purchasing disclaims responsibility for oral representations. Questions will not be considered if received less than five (5) working days before the bid opening.

16. **NO BID:** If not submitting a bid, the bidder should respond by returning the bid solicitation signature page form, mark it "NO BID" and explain the reason, and complete the company name section at the bottom of the bid page. The bidder may be removed from the bidders list by failure to respond five (5) times in succession.

17. **PAYMENT:** Unless otherwise specified by the State in the bid documents, payment will be made after acceptance of the conforming property and after receipt by the requisitioning agency of a proper invoice. In general, no advance or progress payments will be made.

18. **DOMICILE OF BIDDER:** The bidder is to provide information WITH THE BID on the bidder's state of domicile. If the bidder is unsure of where the business is domiciled, the following "rules of thumb" may help:

- a. Corporation: Domiciled where chartered (state of incorporation).
- b. Partnership: Domiciled where permanent headquarters of business is located.
- c. Sole Proprietor: Domiciled where permanent headquarters of business is located.

19. **BID MODIFICATION:** Any bidder may modify his bid with a written communication over the signature of the bidder at any time prior to the closing of the bid. Notice of a modification of a bid may be submitted by telegraphic (not facsimile) communication, provided that the bid and the telegram are received prior to the closing date and time of the bid. This modification (if telegraphic) must be confirmed in writing, over an original signature of the bidder. The written confirmation of the modification must be mailed and postmarked no later than the closing date of the bid. The letter or telegram should be so worded as not to reveal the amount of the original bid. If the written confirmation of a modification is not received within two (2) days from the bid closing date, no consideration will be given to the telegraphic modification. Any telegraphic communication relative to a bid must state the bid closing date, time and the bid number. On written communications, the bid closing date, time, and bid number, should appear on the outside of the envelope to prevent premature disclosure of the information.

20. **AWARD METHOD:** Title 67, Chapter 57, Section 67-5716, Paragraph 12, of the Idaho Code defines the Lowest Responsible Bidder as, "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications in determining the lowest acquisition price." When deemed to be in the best interest of the State, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements that may be considered advantageous to the State.

21. **DELIVERY TIMES:** Bidders shall list, in the appropriate place on the bid document, the normal delivery times required for each item listed.

22. **FIRM BIDS:** Prices offered on the bid or included in the Agreement shall not fluctuate for the period of the Agreement, unless otherwise specified by the State in the bidding documents or other terms of the Agreement.

23. **PACKAGING:** Bidders are to list their standard packaging for the items listed if other than specified.

24. **SPECIFICATIONS:** Any variance from the specifications herein listed must be clearly pointed out in writing by the bidder, including information for comparison purposes; otherwise it will be considered that those items are in strict compliance with these specifications. To be valid, all such exceptions or variances taken must be submitted with or on the original bid document.

25. **DETERMINATION OF RESPONSIBILITY:** The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder. Such requests may include but not be limited to financial statements, credit ratings, references, past performance, etc. The unreasonable failure of a bidder to promptly supply the requested information with respect to such bidder may result in disqualification of the bid. Except as otherwise provided by law, information furnished by the bidder pursuant to this provision may not be disclosed outside the Division of Purchasing or using agency without prior written consent of the bidder.

26. **PUBLIC RECORDS:** Idaho Public Records Law, Idaho code sections 9-337 through 9-348, allows the open inspection and copying of public records which may include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by an state or local agency regardless of the physical form or character. Certain information contained in your response to the state's Invitation to Bid or Request for Proposals may be considered a public record. The Public Records Law contains certain exemptions found at Idaho Code section 9-340. One of the listed exemptions is that of trade secrets which include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons; and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in your bid or proposal are not a trade secret. If you consider any element of a bid or proposal to be a trade secret, or otherwise protected from disclosure, you must so indicate by marking each page of the pertinent document. Include the specific basis for the your request that it be treated as confidential. The state, to the extent allowed by law, will honor such a request. You will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to the state's nondisclosure. Any questions regarding the

applicability of the Public Records Law should be addressed to the agency for its review or should be presented to your own legal counsel.

27. PRIOR ACCEPTANCE OF DEFECTIVE BIDS: Due to the limited resources of the State, the State generally will not completely review or analyze bids which on their faces fail to comply with the requirements of the bidding documents or which clearly are not the best bids, nor will the State generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the State that an unsuccessful bid was complete, sufficient, or lawful in any respect.

28. LENGTH OF CONTRACT: Idaho Code, Title 67, Chapter 57, Section 67-5717, Paragraph 9, reads as follows: "The Administrator of the Division of Purchasing may enter into contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such contract or contracts."

29. LEASE-PURCHASE OPTIONS: Title 67, Chapter 57, Section 67-5721 of the Idaho Code reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised (NOTE: This provision is NOT applicable to Time Purchase Contracts).

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END OF SECTION 4 - STATE OF IDAHO - CONDITIONS AND INSTRUCTIONS TO BIDDERS

SECTION 5 - STANDARD STATE OF IDAHO CONTRACT TERMS AND CONDITIONS

TERMINATION: The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice. If the Agreement is terminated for non-compliance, the Contractor will be responsible for any direct costs and/or damages incurred by the State for placement of a new contract. The State, upon termination, reserves the right to take any appropriate legal action it may deem necessary.

OPTIONS: Upon mutual agreement by both parties, (unless otherwise modified by a special contract term, condition, or specification) the Agreement may be extended under the same terms and conditions of this Agreement for one (1) year intervals or the time interval equal to the original contract period.

FIRM PRICES: Prices shall not fluctuate for the period of the Agreement, unless otherwise specified by the State in the bidding documents or other terms of the Agreement.

CHANGES/MODIFICATIONS: Changes of specifications or modification of this Agreement in any particular can be effected only upon written consent of the Administrator, Division of Purchasing, but not until any proposed change or modification has been submitted to him in writing, signed by the one proposing the said change.

CONFORMING GOODS AND/OR SERVICES: The goods and/or services shall minimally conform in all respects with the specifications as indicated in the State's bid solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods and/or services.

OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving Federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et sequence, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

TAXES: The State of Idaho is generally exempt from payment of Idaho State Sales and Use Tax under the authority of Idaho Code, Title 63, Chapter 36, Section 63-3622 as a Government Instrumentality for property which it purchased for its use. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes. However, after execution of this Agreement and after a reasonable time to appeal any future Idaho political subdivision tax assessments, the State of Idaho will be responsible for any future personal property taxes for items that are subject to this Agreement.

SAVE HARMLESS: Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or which arise from the, negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement which cause death or injury or damage to property; or arising out of a failure to comply with any state or federal statute, law, regulation or act. **IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.** Contractor shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.

ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

CONTRACTOR RESPONSIBILITY: The Contractor shall be required to assume responsibility for production and delivery of all material and services offered in the proposal, whether or not the Contractor is the manufacturer or producer of them. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

SUBCONTRACTING: Unless otherwise allowed by the State in the Request for Proposal, the Contractor shall not, without written approval from the Administrator, Division of Purchasing, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

STATE OF IDAHO MINIMUM WAGE LAW: It will be the responsibility of the Contractor to fully comply with the State of Idaho code regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the bidding or specification documents. Demonstrators, previously rented, refurbished, or reconditioned items are not considered new except as specifically provided in this section. New means items which have not been used previously and are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State of Idaho as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. Unless modified by other specifications in the bidding documents, the warranty is to include replacement, repair, and any labor for the period of time stated by the Contractor in the bid response or the period of time required by other specifications, whichever is longer.

SHIPPING AND F.O.B. POINTS: All orders will be shipped directly to the ordering departments at the location specified, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. F.O.B. Destination, unless otherwise specified in the Agreement or bid solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point, unless a different location is specified by the State in the bid solicitation documents. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

INVOICING: ALL INVOICES are to be sent directly to the ORDERING DEPARTMENT ONLY. Agreement number and/or purchase order numbers are to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.

RISK OF LOSS: The Contractor agrees to bear all risk of loss, injury, and destruction of goods; and material ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the contractor or vendor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State.

PROHIBITED CONTRACTS: No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State of Idaho, if made by, through or on behalf of the department in which he is an officer or employee; or if made by, through or on behalf of any other department unless the same are made after competitive bids.

PAYMENT PROCESSING: Title 67, Chapter 57, Section 67-5735 of the Idaho Code reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing

required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."

GOVERNMENT REGULATIONS: Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

HOT GOODS: The Contractor hereby certifies that all goods provided under this Agreement are produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and the regulation and orders of the United States Department of Labor issued under Section 14 thereof and other applicable provisions of the Fair Labor Standards Act.

YEAR 2000 WARRANTY - COMMERCIAL ITEMS: The Contractor warrants that each hardware, software, and firmware product (or item containing a hardware, software, and firmware component) delivered under this Agreement shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) are used in combination with such listed product and properly exchange date data with it. If the Agreement requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the State for breach of this warranty shall be defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the State under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this Agreement with respect to defects other than Year 2000 performance.

PATENTS AND COPYRIGHT INDEMNITY

a. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States patent, copyright, trade secret, or trademark for items purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) should the item(s) become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the item(s), to replace or modify the item(s) so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the item(s) and accept its return.

b. Contractor shall have no liability to the State under any provisions of this clause with respect to any claim of infringement which is based upon the combination or utilization of the item(s) with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications or the modification by the State of the item(s) or the use of the item(s) not in accordance with Contractor's previously established specifications.

CONFIDENTIAL INFORMATION: Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then, only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. "Confidential Information" shall not include data or information that:

- a. is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- b. becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

USE OF THE STATE OF IDAHO NAME: Contractor agrees that it will not, prior to, in the course of performance of this Agreement (or any order), or thereafter use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

APPROPRIATION BY LEGISLATURE REQUIRED: It is understood and agreed that the State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement (or any order placed under it) if, in its judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All future rights and

liabilities of the parties hereto shall thereupon cease within ten (10) days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions that are otherwise included in the bid solicitation, the special terms and conditions will govern.

FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the Administrator, Division of Purchasing promptly in writing of any cause for delay and the Administrator, Division of Purchasing concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Agreement are clearly inconsistent therewith, the Agreement shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Agreement shall be brought in District Court in Ada County, Boise, Idaho.

NOTICE OF CONTRACT EFFECTIVENESS: It is understood that this document or any resulting contract or amendment is not effective until the appropriate State purchasing official has signed the document, contract, or amendment, the effective or award date has been completed on the document by the State purchasing official, and that date has arrived or passed. Neither the Contractor nor his organization will provide goods or render services to the State under the terms of this document, contract, or amendment until such document, contract, or amendment has been fully signed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Contractor for goods provided or services rendered prior to the appropriate signature by the State purchasing official and the arrival of the effective date of the Contract.

ENTIRE AGREEMENT: This Agreement, with the State's Invitation to Bid or Request for Proposal, including any addendums (such document may be incorporated by reference as though herein set out in full) and the Contractor's bid response (such document may be incorporated by reference as though herein set out in full), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids or proposals, both oral and written, negotiation, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's bidding documents or Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of the Agreement shall prevail notwithstanding any variances with the terms and conditions of any other order submitted by the State of Idaho.

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END OF SECTION 5 - STANDARD STATE OF IDAHO CONTRACT TERMS AND CONDITIONS

STATE OF IDAHO
DEPARTMENT OF ADMINISTRATION

INVITATION TO BID
FOR

WIRELESS COMMUNICATION EQUIPMENT
AND SERVICES

1999

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STATE OF IDAHO

Invitation to Bid
for

WIRELESS COMMUNICATION EQUIPMENT AND SERVICES

I. INTRODUCTION

A. Purpose

The State of Idaho wishes to leverage its buying power by entering into a contract for WIRELESS EQUIPMENT AND SERVICES by market area, as defined by the Federal Communications Commission (See Appendix A). This contract will be for a period of two (2) years, however, the State reserves the option to renew this contract, or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement in writing.

The State will, in good faith, direct all its wireless phones and services business to the successful Bidder for the duration of the fixed contract. The State will offer these services to its agencies, commissions, councils, counties, cities, school districts, taxing authorities, Judiciary and Legislature, within said market area.

Wireless Communications Equipment and Services is defined as equipment and services that allow for the transmitting and receiving of voice, data, and fax using standard dialing patterns and features via analog and digital cellular (wireless) technology. Wireless services includes, but is not limited to, (1) providing wireless terminals; (2) activating connectivity for wireless terminals; and (3) offering incidental support.

B. Background

Currently, the State of Idaho has approximately 1,400 active terminals statewide with about 1,500,000 annualized minutes of usage. Today, most terminals are used for voice communication.

The State believes this data to be accurate. However, the State cannot guarantee future volumes of service for the duration of any awarded contract.

II. BIDDER QUALIFICATIONS

A. Registered Vendors

All Bidders must be registered with the State of Idaho, Division of Purchasing, (see Title 67, Chapter 57, Section 67-5730 of the Idaho Code) prior to bid opening.

B. Service Area

Bidders must stipulate in their bid, what market service area(s) they are bidding to provide service in (See Appendix A), and the type of service and features they are bidding. Bidders must define their Peak and Off Peak hours in their Bids.

C. Account Team

The Bidder's proposed project leader and account team must possess significant knowledge and experience with providing wireless services to large clients in the private sector or in government. The Bidder must submit resumes of its project leader and account team, who will service the account, as well as identify roles and responsibilities of each team member.

D. References

Bidders must submit at least three (3) references of customers whose size, scope, and use of services are similar to the scope of services outlined herein. Company names, addresses, site contacts, and phone numbers must be included.

III. BID SPECIFICATIONS

A. Equipment

The Bidder must warrant that all equipment will be new and not refurbished or used. For each class of equipment, the Bidder will offer at least one model with single NAM capability and at least one model with dual NAM capability. If dual NAM capability is unavailable for any particular class, the Bidder may substitute equipment capable of being programmed with more than two numbers, so noting in their bid. Also, an instruction manual will be included with all new wireless terminals.

1. Ownership

The Bidder will structure their bid in a manner which either (1) allows the State to use Vendor-provided wireless terminals as an integral part of the Vendor's Service offering, in which case the Vendor will retain ownership of the equipment; or (2) permit the State to buy wireless terminals and use the Vendor's airtime. Further, the proposal must include an option that permits the State to use cellular telephones already in its possession and use the Vendor's airtime.

2. Compatibility

Vendor-provided wireless terminals must be compatible with wireless systems in general commercial use throughout the United States. Since the State will award this bid on the basis of cellular telephone service, compatibility initially means that all provided wireless telephones must be compatible with all analog and digital cellular systems, and must be capable of accessing 'A' and 'B' providers. Also, all offered terminals must meet Federal Communications Commission (FCC) regulations regarding interference, or be type-accepted by the FCC.

3. Maintenance

Where a wireless terminal is Vendor-provided, the Vendor is responsible for all ordinary preventative and corrective maintenance. Said maintenance will be provided at no additional cost to the State.

Where a wireless terminal is purchased by the State from the Vendor, the Vendor is responsible only for in-warranty maintenance.

Where a wireless terminal is purchased by the State from another source or is already owned by the State, the Vendor is not responsible for maintenance.

4. **Liability for Damage or Loss**

The State will be liable to pay the Vendor damages in the event the State abuses or loses a Vendor-provided wireless terminal. Bidders must describe their method of determining abuse and of calculating said liability. In no case will the liability exceed the Vendor's replacement cost.

B. Features

The State currently is utilizing analog and digital services and features including Digital PCS (where available). These features include, but are not limited to:

- Alphanumeric Digital Messaging Service - with up to 175 alphanumeric characters displayed on phone screen (includes e-mail and paging)
- Caller Identification
- Voice Mail
- Voicemail Message Waiting Indicator
- Extended Battery life
- Call Forwarding
- Call Waiting

The Bidder must include in their bid, all features currently offered and the monthly cost for each. If the cost is included in the monthly service, the Bidder will so state in their response. If a Bidder assesses surcharges for any of these features, or any other service, it must be noted as such on the bid.

C. Accessories

Optional accessories currently used by the State include, but are not limited to:

- Leather carrying cases
- Belt clips
- Vibrating batteries
- Extended life batteries

The Bidder must include in their bid, all accessories currently offered with this contract and the monthly or one-time cost for each accessory offered.

D. Connectivity

Upon receipt of an order, the Vendor will provide (or disconnect) wireless service. Providing service encompasses two (2) aspects. First, it includes activating wireless telephone numbers, programming electronic identification numbers, and delivering wireless terminals.

Second, it includes coordinating with the State's contracted long distance carrier (currently AT&T) to ensure that wireless terminals are associated with the State's contract, for interLATA, intraLATA, interstate, and/or international calling.

Should a Vendor-assessed activation charge apply, a Bidder must so identify in their response.

E. Usage Charges / Rate Plans

The State recognizes that multiple rate plans are necessary, due to the vast differences between users needs and calling patterns, in wireless services. The Bidder should outline in their proposal the various plans offered, (analog service is mandatory) noting price per month, number of

minutes offered (peak and off-peak) and features included for each plan. The State desires to have, as one of the rate plans for digital as well as analog services, a rate plan offering zero monthly access fees and only a per minute charge. This is not mandatory, but will be evaluated as a desirable alternative to traditional rate plans.

Bidders, in their proposal, must define how call length is measured and describe how answer supervision works. Usage is to be rated based upon the wireless terminal's principle origin.

Bidders must include coverage area maps and define their local calling and roaming areas.

F. Invoicing

All paper invoices will be sent directly to the agency for which the service(s) is provided. For those agencies that have multiple locations and divisions, summary invoicing by location and/or division will be required.

The Vendor will furnish a combined, paper-based invoice every month, which will be used as a basis for payment. The combined invoice will contain charges for all wireless terminals in use by an agency or division within an agency. The following is an example of requested invoicing.

Master Account (Contract)	=	State of Idaho
Department	=	Health & Welfare
Division	=	Medicaid

(All charges for wireless terminals belonging to Health & Welfare, Division of Medicaid would be listed on this combined invoice.)

The paper invoice must contain summarized and detailed sections. The total of all summarized charges must equal the total of all detailed charges.

The summarized section must provide at a minimum sub-totals of the following charges:

1. Activity charges
2. Monthly recurring service and if applicable, equipment charges
3. Usage charges
4. Surcharges for system features

The detail invoice should minimally provide the following detail for each wireless terminal in service:

1. Originating telephone number
2. Name of State entity and end-user using the service
3. Activity charges, when appropriate
4. Monthly recurring service and, if appropriate, equipment charges
5. Surcharges for System Features, if applicable
6. Liability charges for abuse or damage, when applicable
7. Usage charges consisting of the following:
 - Called telephone number
 - Date & time of origination
 - Call duration
 - Total cost of airtime billed per call
 - Total cost of roaming billed per call, if applicable
 - Total cost of long distance billed per call, if applicable

Monthly service, monthly equipment (if applicable) and any surcharges for System Features will be billed in advance. All other charges, including usage and appropriate activation, will be billed in arrears.

Invoicing discrepancies *other than fraud* will be reported by the State to the Vendor's single point of contact. Such discrepancies include, but are not limited to, errors in billing, calls not placed by the State, or calls placed from wireless terminal devices not in the State's possession. The Vendor must resolve reported discrepancies to the State's satisfaction within two (2) invoicing months.

G. Fraud

The State expects the Vendor to proactively monitor calling volumes and patterns. The Vendor will immediately report unusual calling volumes and patterns to the State agency that is invoiced for the airtime. Should the State's representative declare such activity as fraudulent, the offending wireless services will be immediately deactivated.

The identification of fraudulent activity based upon the State's review of a normal invoice is unacceptable. Under such circumstances, the State will not be responsible or pay for fraudulent charges.

H. Incidental Support

The State desires incidental support without charge as follows:

1. End-User Training

When a State employee is obtaining wireless service for the first time, the Vendor must indoctrinate the new end-user on the use of and features of the wireless terminal and service. Where the State already possesses a wireless terminal, the Vendor has no responsibility to indoctrinate the State employee on the terminal's use.

2. Help Desk

Where a State employee has used wireless service for some time, but has forgotten how to use certain features, the Vendor will operate a help desk to offer remedial instruction. Such instruction will be accessed via a statewide, toll-free telephone number.

IV. OTHER REQUIREMENTS

A. Existing State Installations

The Vendor is responsible for migrating the State's existing telephones to the Vendor's service offering. Said migration should be as transparent as possible to the State's employees. Bidders must provide an outline of their approach to migrating (and the scheduling thereof) of the existing wireless telephones. This includes the termination of the existing service being migrated.

B. New Service

Establishing new service by agencies will be handled through the Purchasing Division of each agency. An authorized list of Purchasing Agents for each agency will be given to the successful Bidder(s) at the time of Bid award. Purchase order numbers from each agency will be required to establish new service and/or for the purchase of new wireless terminal

C. Delivery of Product

The Vendor will provide the ordered wireless service no later than four (4) business days from receipt of the order and will deliver the wireless terminal(s) and/or accessories to the address requested on the Purchase Order. If for any reason an item is on back order, the Purchasing Agent will be notified immediately by the Vendor, when item will be delivered.

Equipment included under the terms of this contract, will, within fifteen (15) days of delivery of that equipment, either be accepted by the State; or, the Vendor will be notified of non-compliance with the specifications, in which case the equipment will be returned at the Vendor's expense.

D. Reporting

The Vendor will be required to submit, to the State of Idaho, Department of Administration, Telephone Services, quarterly reports (paperless preferred) that provide the following minimum information:

1. Usage reports by agency, showing all cellular phone numbers, types of service (analog or digital) for each cellular number, rate plan associated to each, and minutes used by each number within said agency.
2. New service established during previous quarter.
3. Service cancelled during previous quarter.

E. Product and Service Enhancements

The State is aware that wireless communication technology and services are constantly evolving. As new wireless communication terminals and services (including new rate plans) are introduced into the market, the State will be notified by the Vendor immediately of these new offerings. The State will be allowed to utilize the new services and/or products as part of this contract.

F. Contract Management

The State is taking a pro-active approach to contract management. The successful Bidder will be required to meet with the Department of Administration, Telephone Services and the Division of Purchasing, on a quarterly basis. The quarterly reports (See Section IV.D) will be given the State at this meeting.

G. Termination

Termination of the contract may be made by the State when the Vendor has been notified, in writing, of default or non-compliance and the Vendor has failed to cure the default or non-compliance within a reasonable time after receipt of such notice. If the contract is canceled for non-compliance, the Vendor will be responsible for any cost incurred by the Division of Purchasing for placement of a new contract(s).

H. Assignments

No contract or order or any interest therein shall be transferred by the Vendor or successful Bidder to whom such contract or order is given to any other party, without the approval, in writing, of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State.

I. Price Adjustment Clause

The State will be given the immediate benefit of any price decrease. This applies to rate plans as well as hardware. The Contractor must promptly notify the Department of Administration,

Telephone Services and the Division of Purchasing, the amount and effective date of each decrease.

V. EVALUATION AND AWARD

Bids will be evaluated on the basis of a uniform selection criteria and weighting technique. A total of 1000 points will be awarded. Award will be made to the responsible Bidder obtaining the highest number of accumulated points during bid evaluation based on:

- | | | |
|----|----------------------|-----|
| 1. | Bidder Qualification | 200 |
| 2. | Bid Specifications | 400 |
| 3. | Pricing | 400 |

(Bidder's must use Appendix B, Price Worksheet, for all pricing. If the space provided is inadequate, the Bidder should construct additional table space using the same format .)

APPENDIX A

Federal Communications Commission, Wireless Telecommunications Bureau, cellular market areas for the State of Idaho.

<u>Market Area</u>	<u>Description</u>	<u>Counties</u>
190	Boise City, Idaho	Ada
388	Idaho 1 – Boundary	Boundary Bonner Kootenai Shoshone Benewah Latah Nez Perce Lewis Clearwater
389	Idaho 2 - Idaho	Idaho Adams Washington Valley Payette Gem
390	Idaho 3 – Lemhi	Lemhi Custer Boise
391	Idaho 4 – Elmore	Elmore Owyhee Canyon
392	Idaho 5 – Butte	Butte Blaine Camas Gooding Lincoln Twin Falls Jerome Minidoka Cassia
393	Idaho 6 – Clark	Clark Fremont Jefferson Madison Teton Bingham Bonneville Power Bannock Caribou Oneida Franklin Bear Lake

APPENDIX B

PRICE WORKSHEET

Each Bidder must submit their pricing by completing the following tables. Should the tables prove inadequate, the Bidder should construct additional table space using the same format.

Vendor: _____ Bid for Market Area(s): _____

Table 1: Wireless Equipment Pricing

<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Purchase Price</u>
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____
4.	_____	_____	_____	\$ _____

Table 2: Wireless Equipment Accessories Pricing

1.	Leather Carrying Case	\$ _____
2.	Extended Life Battery	\$ _____
3.	Car Adapter	\$ _____
4.	Belt Clip	\$ _____
5.	_____	\$ _____

Table 3: Wireless Service Rate Plan(s)

Activation Charge	\$ _____	Per minute Charge – Peak	\$ _____
Monthly Service Charge	\$ _____	Per minute Charge – Off-Peak	\$ _____
# of Minutes included	_____	Per minute Charge – Roaming	\$ _____
Sys. Features Surcharge	\$ _____	Other _____	\$ _____
Features:	_____		

